

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

\_\_\_\_\_  
THE ROCKPORT COMPANY, LLC,  
Plaintiff,

v.

\_\_\_\_\_  
E. S. ORIGINALS, INC.,  
Defendant.  
\_\_\_\_\_

)  
)  
)  
) C.A. No. 04-12714 WGY  
)  
)  
)  
)  
)  
)

**AFFIDAVIT OF SHEPARD DAVIDSON**

I, Shepard Davidson, on oath do hereby depose and state as follows:

1. I am an attorney licensed to practice law in the Commonwealth of Massachusetts, am admitted to practice before this Court and am counsel to plaintiff in the above entitled matter.

2. Attached hereto as Exhibit A are true excerpts from the Transcript of the First E.S. Originals, Inc. Rule 30(b)(6) Deposition taken in this matter.

3. Attached hereto as Exhibit B are true copies of severance agreements which were produced by defendant in the above-entitled matter.

SIGNED UNDER THE PENALTIES OF PERJURY THIS 26TH DAY OF OCTOBER, 2005.

/s/Shepard Davidson  
Shepard Davidson

**EXHIBIT A**

1 IN THE UNITED STATES DISTRICT COURT  
2 DISTRICT OF MASSACHUSETTS  
3 CIVIL ACTION NO. 04-12714 WGY

4 -----X  
5 THE ROCKPORT COMPANY, LLC,  
6 Plaintiff,  
7 -against-  
8 E.S. ORIGINALS, INC.,  
9 Defendant.  
10 -----X

11 Thursday, May 26, 2005  
12 9:55 a.m. - 1:51 p.m.

13 Deposition of EDWARD ANTEBY, taken by  
14 Plaintiff, pursuant to Notice dated April 13,  
15 2005, at the offices of LeBoeuf, Lamb, Greene &  
16 MacRae, L.L.P., 125 West 55th Street, New York,  
17 New York, before Ellen Marie Gumpel, a Certified  
18 Shorthand Reporter, Registered Professional  
19 Reporter and Notary Public within and for the  
20 State of New York.  
21  
22  
23  
24  
25

1 Rockport were to terminate us, it was discussed.

2 Q. So are you telling me that ESO  
3 didn't have any discussions along the lines of,  
4 we need to stop fulfilling our obligations under  
5 the license agreement?

6 Before Rockport terminated.

7 A. I believe ESO recognizes that when  
8 the license agreement is there, it is a contract  
9 and we have obligations to fulfill. As long as  
10 the contract is in place, we have obligations  
11 that we have to live up to. We were prepared to  
12 live up to those obligations.

13 Through whatever discussions there  
14 were, Rockport determined that it was best to  
15 terminate E.S. Originals.

16 Q. Let's go back to Mr. Shalom's  
17 declaration, paragraph 7. It says, By late  
18 2003, ESO had determined that it was not sound  
19 business to continue to pay minimum royalties,  
20 correct?

21 A. Correct; that didn't free us of the  
22 obligation to do so.

23 Q. Okay.

24 A. And we were doing so.

25 Q. Were there any discussions

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1 internally at ESO about what ESO would do if  
2 Rockport said, we understand you're having a  
3 hard time, but we want you to keep fulfilling  
4 your obligations under the license agreement?

5 A. We would have no choice but to  
6 continue doing so.

7 Q. I understand you're saying that. I  
8 am asking you if there were any conversations  
9 about that.

10 A. There may have been. I can't say  
11 for certain.

12 Q. You're not aware of any?

13 A. There may have been. It was three  
14 years ago, three years ago or two years.

15 Q. You don't remember any?

16 A. I do not recall any specifically.

17 Q. And you didn't ask anybody in  
18 preparation for the deposition about any  
19 conversations along those lines?

20 A. Correct.

21 Q. Have you now told me everything  
22 that you have been made aware of about ESO's  
23 discussions regarding the fact that it would not  
24 be sound business practice for it to continue to  
25 pay minimum royalties when sales were at levels

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1 that meeting, do you?

2 A. Having not been there, I can't  
3 answer.

4 Q. And you didn't ask Mr. Esses from  
5 his perspective what was said at that meeting?

6 A. Correct.

7 Q. And there was nobody else present  
8 at that meeting that you're aware of?

9 A. Having not been there, I can't  
10 answer.

11 Q. Now, what happened after that  
12 meeting on ESO's end with respect to the  
13 Rockport division?

14 strike that.

15 Let me ask you this.

16 Before that meeting, did ESO  
17 continue to fulfill all of its obligations under  
18 the license agreement?

19 A. With the exception of meeting its  
20 minimum sales guarantees, we continued  
21 operations full steam.

22 Q. After that meeting between  
23 Mr. Esses and Mr. Paterno, did ESO continue to  
24 fulfill all of its obligations under the license  
25 agreement of the minimum sales?

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1 A. At some point after that meeting,  
2 we did not.

3 Q. ESO stopped fulfilling those  
4 obligations before Rockport terminated the  
5 license agreement; isn't that correct?

6 A. Correct.

7 Q. Why?

8 A. Without knowing the full nature of  
9 the conversation between Eddie Esses and  
10 Rick Paterno, I don't know that I could give  
11 that answer.

12 Q. Are you aware of any contingency  
13 that ESO had if Rockport refused to let ESO out  
14 of any of its obligations under the license  
15 agreement?

16 A. E.S. Originals would have continued  
17 to pay its royalties as obligated by the  
18 contract.

19 Q. It had no other contingent plan  
20 other than to just go along and do the best that  
21 it could?

22 A. Yes.

23 Q. Paragraph 9 of the Shalom  
24 declaration says, "Rockport appeared to  
25 understand and accept ESO's business decision."

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1 A. No.

2 Q. Was there any other notification to  
3 Rockport by ESO about -- well, strike that.

4 When did ESO notify its Rockport  
5 division -- well, strike that.

6 ESO had a Rockport division,  
7 correct?

8 A. Correct.

9 Q. And I think you said Mr. Helter was  
10 president of that division?

11 A. At that time, yes.

12 Q. Was he the first person that was  
13 notified in the division that the division was  
14 going to be shut down?

15 A. I believe he was.

16 Q. Who notified him?

17 A. I believe Eddie Esses did. I'm  
18 sorry. Eddie Esses and I.

19 Q. Tell me what was said in that  
20 meeting.

21 A. Pointing out to him the extent of  
22 the losses that that division was incurring and  
23 how it was not -- and there was a need for  
24 E.S. Originals -- I'm trying to recall how we  
25 phrased it to him. We explained to him the



1 Paterno.

2 Q. And you believe it was roughly  
3 within a week?

4 A. Yeah.

5 Q. Were the other Rockport division  
6 employees -- strike that.

7 Roughly how many Rockport division  
8 employees were there at that time; 10, 50, 100,  
9 200?

10 A. Ten or twelve.

11 Q. How were they notified?

12 A. Mr. Helter had a private  
13 conversation with each of them.

14 Q. So it was strictly oral?

15 A. Yeah. It was an oral notification  
16 and they were given a severance package.

17 Q. Can you list for me those other  
18 Rockport division people?

19 A. I believe in part of the  
20 documentation we provided, there was a list of  
21 employees.

22 Q. Okay.

23 A. It would be hard for me to remember  
24 all of their names.

25 Q. And the only documentation that

1 you're aware of regarding their termination is  
2 the severance package that each of them  
3 received?

4 A. Yes.

5 Q. None of them continued working for  
6 ESO in some other capacity?

7 A. I would really need to look at the  
8 list of names, but I believe not.

9 Q. Are you aware of anything else that  
10 you haven't told me with respect to the  
11 notification of the ESO Rockport division  
12 employees being told that the Rockport division  
13 was being closed down?

14 A. I believe I've answered to the best  
15 of my ability.

16 (ESO Deposition Exhibit 13  
17 for identification, e-mail addressed to Edward  
18 Anteby from DRHelter dated November 7, 2003.)

19 Q. Let me show you Exhibit No. 13,  
20 Mr. Anteby, and ask you if you recognize this as  
21 a November 7, 2003 e-mail from David Helter to  
22 you.

23 A. Uh-huh.

24 Q. Do you recognize it?

25 A. Yes.

1 Q. Now, the subject line says, "Re:  
2 FW: October 26, 2003."

3 Do you know what that means?

4 A. There may have been a previous  
5 e-mail.

6 Q. Do you remember receiving this  
7 e-mail?

8 A. Pretty well.

9 Q. Did you respond to Mr. Helter?

10 A. I don't believe we did. If we did,  
11 it would have been in the e-mail correspondence.

12 Q. You didn't have a verbal  
13 conversation with him?

14 A. I don't believe we did.

15 Q. Who are the ccs noted on this  
16 e-mail; do you know?

17 A. Craig Teed, Diane Jarecki, Deborah  
18 Miller. Former employees of Rockport Kids.

19 Q. So you don't know if October 26th  
20 was the day that the Rockport division was  
21 terminated?

22 A. I don't recall the exact date.

23 Q. The day that you told Mr. Helter  
24 that you were closing the division down, was  
25 that the day you closed the showroom down?

1           A.       The day we closed the division  
2 down, there were no further employees in that  
3 showroom. By contractual obligation, we had to  
4 have a separate showroom specifically for  
5 Rockport Kids and we did.

6           Q.       When did you close the showroom  
7 down?

8           A.       If you don't mind, what do you mean  
9 "closed down." We stopped having employees  
10 there the day that all the employees were  
11 terminated.

12          Q.       So it was not functioning as a  
13 showroom after you terminated the employees; is  
14 that fair to say?

15          A.       Correct. Yes.

16          Q.       You didn't close it down before?

17          A.       No, no. If I may, up until the day  
18 the division was closed, we were pumping full  
19 steam ahead. I believe we produced documents  
20 that show we had a buy plan in place. We had  
21 expenses that we were paying. We had guys out  
22 there calling on salespeople.

23          Q.       You understand under the license  
24 agreement, ESO was obligated to have the  
25 showroom; is that right?

1 A. Correct. Yes.

2 Q. Okay.

3 Wasn't ESO still obligated until  
4 the contract was terminated to have that  
5 showroom?

6 A. The showroom was in existence.

7 Q. Okay.

8 A. I believe we provided rent receipts  
9 for quite a period before and after.

10 Q. Can you turn to paragraph 19 of the  
11 license agreement, please.

12 That paragraph references various  
13 obligations that ESO has under the license  
14 agreement; is that correct?

15 A. Uh-huh. Yes.

16 Q. And ESO stopped fulfilling those  
17 obligations, at least, some of them, on the day  
18 that it terminated all of the Rockport division  
19 employees; is that correct?

20 A. Correct.

21 Q. What was the basis for ESO ceasing  
22 to fulfill its obligations under paragraph 19 on  
23 that day?

24 A. Having not been part of the  
25 conversation between Mr. Esses and Mr. Paterno,

1 Q. Are you aware, Mr. Anteby, of any  
2 oral statement that Mr. Paterno made at any time  
3 to anybody indicating that Rockport would waive  
4 any right that it had to sue ESO for a breach of  
5 the license agreement?

6 A. I'm not aware of any statement  
7 made.

8 Q. Are you aware of any written  
9 document that states that Rockport would waive  
10 any right it might have to sue ESO for a breach  
11 of the license agreement?

12 A. I'm not aware of any document.

13 Q. Are you aware of any statement  
14 Rick Paterno made or any other representative of  
15 Rockport made at any time that Rockport was  
16 releasing ESO from any obligation it had under  
17 the license agreement?

18 A. Other than this letter of  
19 termination?

20 Q. Yes.

21 A. No.

22 Q. And you're not aware of any  
23 document other than Exhibit 15 which indicates  
24 that Rockport is releasing ESO from any  
25 obligation under the license agreement, are you?

Edward Anteby

05/26/2005

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## C E R T I F I C A T E

STATE OF NEW YORK )

: SS.

COUNTY OF NEW YORK )

I, ELLEN MARIE GUMPEL, a Certified  
Shorthand Reporter and Notary Public within and  
for the State of New York, do hereby certify:

That EDWARD ANTEBY, the witness whose  
deposition is hereinbefore set forth, was duly  
sworn by me and that such deposition is a true  
record of the testimony given by the witness.

I further certify that I am not  
related to any of the parties to this action by  
blood or marriage, and that I am in no way  
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 14 day of June,  
2005.



ELLEN MARIE GUMPEL, C.S.R., R.P.R.

**CERTIFIED TRANSCRIPT  
LEGALINK BOSTON**

**EXHIBIT B**



**E.S. Originals, Inc.**  
**Employee Change Form**
Date 10/2/03

Name of Employee CRAIG T. POOL Social Security # \_\_\_\_\_

Home Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Secondary Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Current Position \_\_\_\_\_ New Position \_\_\_\_\_

New Employee ☐ Yes ☐ No

Replacement For \_\_\_\_\_ Department/Brand \_\_\_\_\_

**Salaried Employees Only:**

Current Base Salary \$ \_\_\_\_\_ New Base Salary \$ \_\_\_\_\_ Effective 1 / 1 /

Monthly Draw ☐ Yes ☐ No \$ Amount \$ \_\_\_\_\_ 1st or 2nd Payroll \_\_\_\_\_

Bonus To Earn on Net Sales - Percentage Amount \_\_\_\_\_ % For Mark-Ups Over \_\_\_\_\_ %

Special Customer Information (For Salesmen Only) \_\_\_\_\_

Insurance Paid For ☐ Yes ☐ No Amount \$ \_\_\_\_\_

Auto Lease Paid For ☐ Yes ☐ No Amount \$ \_\_\_\_\_

**Hourly Employees Only:**

Current Hourly Rate \$ \_\_\_\_\_ New Hourly Rate \$ \_\_\_\_\_ Effective 1 / 1 /

Special Information \_\_\_\_\_

Additional Information TERMINATED 10/3/03

① Pay thru 10/3/03 + ONE (1) WEEK SEVER.

(Corporate Use Only)  
Employee Signature[Signature]Date 10/2/03

Supervisor's Signature

Date 1 / 1 /

Management's Signature

Date 1 / 1 /

Controller's Signature

[Signature]Date 10/2/03Entered In Payroll System For Week Ending 1 / 1 /Payroll Signature 1 / 1 /

TERRITORY MGR -

MID-WEST -

1 Wk vac

**E.S. Originals, Inc.**  
**Employee Change Form**
Date 10/2/03

Name of Employee	<u>Diane J. Neck</u>	Social Security #	_____
Home Address:	_____	City/State	_____ Zip Code _____
Secondary Address:	_____	City/State	_____ Zip Code _____
Current Position	_____	New Position	_____
New Employee	_____ Yes _____ No		
Replacement For	_____	Department/Brand	_____

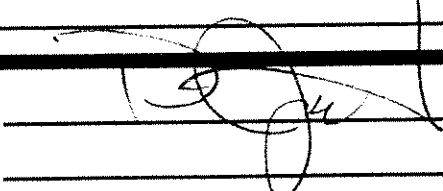
**Salaried Employees Only:**

Current Base Salary	\$ _____	New Base Salary	\$ _____	Effective	<u>1</u> / <u>1</u>
Monthly Draw	_____ Yes _____ No	\$ Amount	\$ _____	1st or 2nd Payroll	_____
Bonus To Earn on Net Sales - Percentage Amount	_____ %	For Mark-Ups Over	_____ %		
Special Customer Information (For Salesmen Only)	_____				
Insurance Paid For	_____ Yes _____ No	Amount \$	_____		
Auto Lease Paid For	_____ Yes _____ No	Amount \$	_____		

**Hourly Employees Only:**

Current Hourly Rate	\$ _____	New Hourly Rate	\$ _____	Effective	<u>1</u> / <u>1</u>
Special Information	_____				

**Additional Information**TERMINATED 10/3/03① Pay thru 10/3 + ONE (1) week SEVERANCE**(Corporate Use Only)**

Employee Signature		Date	<u>10, 2, 03</u>
Supervisor's Signature	_____	Date	<u>1</u> / <u>1</u>
Management's Signature	_____	Date	<u>1</u> / <u>1</u>
Controller's Signature	<u>Michael Beal</u>	Date	<u>10, 2, 03</u>
Entered In Payroll System For Week Ending	<u>1</u> / <u>1</u>	Payroll Signature	<u>1</u> / <u>1</u>

**Richard Bacall**

---

**From:** Richard Bacall  
**Sent:** Friday, October 24, 2003 10:02 AM  
**To:** 'Ddjarecki@aol.com'  
**Subject:** RE: diane jarecki

Diane,

Two checks are being mailed out to you today. One check is for five vacation days that you earned (\$1,057.69) and one check is for the outstanding expenses you submitted (\$442.34). ESO does not pay for sick days not used (See Page 6 of the Employee Manual). The checks left via regular mail. You should receive them by Monday.

Regards,  
Rich

-----Original Message-----

**From:** Ddjarecki@aol.com [mailto:Ddjarecki@aol.com]  
**Sent:** Thursday, October 23, 2003 3:46 PM  
**To:** Richard Bacall  
**Subject:** diane jarecki

Richard,

Please update me on the following open issues. Per our phone conversation, you said the vacation pay would be paid and the other issues would be resolved in the next few days. Please update me so that I can take the necessary steps to cover things at my end.

vacation pay  
unpaid sick days  
final expense report  
commission

Regards,  
Diane Jarecki

10/24/2003

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

Also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

DIANE JARECICI  
5165 IN. PINE BLUFF AVE  
NEIN - PALESTINE IN 46163

4a. Article Number

4b. Service Type

- ☐ Registered ☐ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

PS Form 3811, December 1994

102595-97-B-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

**U.S. Postal Service  
CERTIFIED MAIL RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

7000 1670 0009 2147 3043

Postage  
Certified Fee  
Return Receipt Fee (Endorsement Required)  
Restricted Delivery Fee (Endorsement Required)  
Total Postage & Fees

\$ 4.42

Sent To DIANE JARECICI  
Street, Apt. No., or PO Box No. 5165 IN. PINE BLUFF AVE  
City, State, ZIP+4 NEIN PALESTINE IN 46163

PS Form 3800, May 2000

See Reverse for Instructions

**E.S. Originals, Inc.**  
**Employee Change Form**

Date

10/2/03

Name of Employee <u>SUSAN DeLuca</u>		Social Security # _____	
Home Address: _____		City/State _____	Zip Code _____
Secondary Address: _____		City/State _____	Zip Code _____
Current Position _____		New Position _____	
New Employee <input type="checkbox"/> Yes <input type="checkbox"/> No			
Replacement For _____		Department/Brand _____	
<b>Salaried Employees Only:</b>			
Current Base Salary \$ _____	New Base Salary \$ _____	Effective	1 / 1
Monthly Draw <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ Amount \$ _____	1st or 2nd Payroll _____	
Bonus To Earn on Net Sales - Percentage Amount _____ %	For Mark-Ups Over _____ %		
Special Customer Information (For Salesmen Only) _____			
Insurance Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
Auto Lease Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
<b>Hourly Employees Only:</b>			
Current Hourly Rate \$ _____	New Hourly Rate \$ _____	Effective	1 / 1
Special Information _____			
Additional Information <u>TERMINATED 10/3/03</u>			
<u>Pay through 10/3/03</u>			
<b>(Corporate Use Only)</b>			
Employee Signature <u>[Signature]</u>	Date	1 / 1	
Supervisor's Signature _____	Date	1 / 1	
Management's Signature <u>[Signature]</u>	Date	1 / 1	
Controller's Signature <u>[Signature]</u>	Date	10, 2, 03	
Entered In Payroll System For Week Ending 1 / 1	Payroll Signature _____	1 / 1	

**E.S. Originals, Inc.**  
**Employee Change Form**

Date

10/2/03

Name of Employee Sharon Duffy Social Security # \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Secondary Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Current Position \_\_\_\_\_ New Position \_\_\_\_\_  
 New Employee ☐ Yes ☐ No  
 Replacement For \_\_\_\_\_ Department/Brand \_\_\_\_\_

**Salaried Employees Only:**

Current Base Salary \$ \_\_\_\_\_ New Base Salary \$ \_\_\_\_\_ Effective 1 / 1 /  
 Monthly Draw ☐ Yes ☐ No \$ Amount \$ \_\_\_\_\_ 1st or 2nd Payroll \_\_\_\_\_  
 Bonus To Earn on Net Sales - Percentage Amount \_\_\_\_\_ % For Mark-Ups Over \_\_\_\_\_ %  
 Special Customer Information (For Salesmen Only) \_\_\_\_\_  
 Insurance Paid For ☐ Yes ☐ No Amount \$ \_\_\_\_\_  
 Auto Lease Paid For ☐ Yes ☐ No Amount \$ \_\_\_\_\_

**Hourly Employees Only:**

Current Hourly Rate \$ \_\_\_\_\_ New Hourly Rate \$ \_\_\_\_\_ Effective 1 / 1 /  
 Special Information \_\_\_\_\_

Additional Information

TERMINATED 10/3/03  
① Pay thru 10/3/03!

(Corporate Use Only)  
Employee SignatureSharon Duffy

Date

10, 2, 03

Supervisor's Signature

Date

1 / 1

Management's Signature

Date

1 / 1

Controller's Signature

Date

10, 2, 03

Entered In Payroll System For Week Ending 1 / 1 /

Payroll Signature

1 / 1



VACATION!  
MKTG. MGR  
1 wk!

# **E.S. Originals, Inc. Employee Change Form**

Date 10/2/03

Name of Employee	<u>FAWN D'ATRI</u>		Social Security #		
Home Address:			City/State	Zip Code	
Secondary Address:			City/State	Zip Code	
Current Position			New Position		
New Employee	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Replacement For			Department/Brand		
<b>Salaried Employees Only:</b>					
Current Base Salary	\$		New Base Salary	\$	Effective <u>1 / 1</u>
Monthly Draw	<input type="checkbox"/> Yes <input type="checkbox"/> No		\$ Amount	\$	1st or 2nd Payroll
Bonus To Earn on Net Sales - Percentage Amount			%	For Mark-Ups Over	%
Special Customer Information (For Salesmen Only )					
Insurance Paid For	<input type="checkbox"/> Yes <input type="checkbox"/> No		Amount \$		
Auto Lease Paid For	<input type="checkbox"/> Yes <input type="checkbox"/> No		Amount \$		
<b>Hourly Employees Only:</b>					
Current Hourly Rate	\$		New Hourly Rate	\$	Effective <u>1 / 1</u>
Special Information					
Additional Information <u>TERMINATED 10/3/03</u>					
<u>1 - PAY thru 10/3/03 + Two (2) WEEKS SEVENANCE</u>					
<b>(Corporate Use Only)</b>					
Employee Signature	<u>FAWN D'ATRI</u>		Date	<u>1 / 1</u>	
Supervisor's Signature			Date	<u>1 / 1</u>	
Management's Signature			Date	<u>1 / 1</u>	
Controller's Signature	<u>Richard Bull</u>		Date	<u>10/2/03</u>	
Entered In Payroll System For Week Ending	<u>1 / 1</u>		Payroll Signature	<u>1 / 1</u>	

**E.S. Originals, Inc.**  
**Employee Change Form**
Date 10/2/03

Name of Employee <u>Keith Colton</u>		Social Security # _____	
Home Address: _____		City/State _____	Zip Code _____
Secondary Address: _____		City/State _____	Zip Code _____
Current Position _____		New Position _____	
New Employee <input type="checkbox"/> Yes <input type="checkbox"/> No			
Replacement For _____		Department/Brand _____	
<b>Salaried Employees Only:</b>			
Current Base Salary \$ _____	New Base Salary \$ _____	Effective <u>1</u> / <u>1</u>	
Monthly Draw <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ Amount \$ _____	1st or 2nd Payroll _____	
Bonus To Earn on Net Sales - Percentage Amount _____ %		For Mark-Ups Over _____ %	
Special Customer Information (For Salesmen Only) _____			
Insurance Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
Auto Lease Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
<b>Hourly Employees Only:</b>			
Current Hourly Rate \$ _____	New Hourly Rate \$ _____	Effective <u>1</u> / <u>1</u>	
Special Information _____			
Additional Information <u>terminated 10/3</u>			
<u>① Pay thru 10/3 + Two (2) wks severance</u>			
<b>(Corporate Use Only)</b>			
Employee Signature <u>Keith Colton</u>	Date <u>10/2/03</u>		
Supervisor's Signature _____	Date <u>1</u> / <u>1</u>		
Management's Signature _____	Date <u>1</u> / <u>1</u>		
Controller's Signature <u>Michael Bacula</u>	Date <u>10/2/03</u>		
Entered In Payroll System For Week Ending <u>1</u> / <u>1</u>	Payroll Signature _____	<u>1</u> / <u>1</u>	



**E.S. Originals, Inc.**  
**Employee Change Form**

Date

10/2/03

Name of Employee <u>Melissa Caramanica</u>		Social Security # _____	
Home Address: _____		City/State _____	Zip Code _____
Secondary Address: _____		City/State _____	Zip Code _____
Current Position _____		New Position _____	
New Employee <input type="checkbox"/> Yes <input type="checkbox"/> No			
Replacement For _____		Department/Brand _____	
<b>Salaried Employees Only:</b>			
Current Base Salary \$ _____	New Base Salary \$ _____	Effective <u>1</u> / <u>1</u>	
Monthly Draw <input type="checkbox"/> Yes <input type="checkbox"/> No	\$ Amount \$ _____	1st or 2nd Payroll _____	
Bonus To Earn on Net Sales - Percentage Amount _____ %	For Mark-Ups Over _____ %		
Special Customer Information (For Salesmen Only) _____			
Insurance Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
Auto Lease Paid For <input type="checkbox"/> Yes <input type="checkbox"/> No	Amount \$ _____		
<b>Hourly Employees Only:</b>			
Current Hourly Rate \$ _____	New Hourly Rate \$ _____	Effective <u>1</u> / <u>1</u>	
Special Information _____			
Additional Information <u>TERMINATED 10/3/03</u>			
<u>① Pay thru 10/3 + one(1) WK SEVERANCE</u>			
<b>(Corporate Use Only)</b>			
Employee Signature <u>Melissa Caramanica</u>	Date <u>10, 2, 03</u>		
Supervisor's Signature _____	Date <u>1</u> / <u>1</u>		
Management's Signature _____	Date <u>1</u> / <u>1</u>		
Controller's Signature <u>Richard B. Burt</u>	Date <u>10, 2, 03</u>		
Entered In Payroll System For Week Ending <u>1</u> / <u>1</u>	Payroll Signature _____	<u>1</u> / <u>1</u>	

**E.S. Originals, Inc.**  
**Employee Change Form**
Date 10/2/03

Name of Employee	<u>Dan Ellis</u>		Social Security #	_____	
Home Address:	_____		City/State	_____ Zip Code _____	
Secondary Address:	_____		City/State	_____ Zip Code _____	
Current Position	_____		New Position	_____	
New Employee	_____ Yes _____ No				
Replacement For	_____		Department/Brand	_____	
<b>Salaried Employees Only:</b>					
Current Base Salary	\$	_____	New Base Salary	\$	_____ Effective <u>1</u> / <u>1</u>
Monthly Draw	_____	Yes _____ No _____	\$ Amount	\$	_____ 1st or 2nd Payroll _____
Bonus To Earn on Net Sales - Percentage Amount	_____ %		For Mark-Ups Over	_____ %	
Special Customer Information (For Salesmen Only) _____					
Insurance Paid For	_____	Yes _____ No _____	Amount \$	_____	
Auto Lease Paid For	_____	Yes _____ No _____	Amount \$	_____	
<b>Hourly Employees Only:</b>					
Current Hourly Rate	\$	_____	New Hourly Rate	\$	_____ Effective <u>1</u> / <u>1</u>
Special Information	_____				
Additional Information <u>TERMINATED 10/3/03</u>					
<u>① Pay thru 10/3/03. Two (2) WEEKS SEVERANCE Pay</u>					
<b>(Corporate Use Only)</b>					
Employee Signature	<u>[Signature]</u>		Date	<u>10 / 2 / 03</u>	
Supervisor's Signature	_____		Date	<u>1 / 1</u>	
Management's Signature	_____		Date	<u>1 / 1</u>	
Controller's Signature	<u>[Signature]</u>		Date	<u>10 / 2 / 03</u>	
Entered In Payroll System For Week Ending	<u>1 / 1</u>		Payroll Signature	_____ <u>1 / 1</u>	

October 6, 2003

Eddie,

Attached are all of my final expense reports. I can promise you every expense is "legit", however a few questions may arise on the following:

- 1) Shoe Samples: obviously not all shoes will be properly logged now that I am gone. Some shoes have been photographed, some were sent directly to the Tingho without being photographed. They were all used for work purposes and are floating around the RK showroom.
- 2) Phone Bill: my mobile bill may seem high (it is 2 months worth of charges) due to direct calls to/from my phone while in China. PLEASE NOTE: I will have one more phone expense from the middle of September's China trip. As soon as I rec. my bill I will send it to you for processing (while away in China a few weeks back, my father became ill, thus I was on the phone more than usual, thus charges will be a bit higher than usual.)
- 3) Severance Policy: As ESO's policy is not be terribly generous, I want to note I only took 2 days of "official" vacation this year, thus I should be compensated for the remainder 3 days. Also most companies give a blanket severance (in ESO's case 2 weeks) as well as one week's pay per year of service. This would give me an additional week of severance for my almost 2 years of service at ESO. It would be greatly appreciated if you took this into consideration.

Feel free to contact me if you have any questions.



Dan Ellis  
18 Cliff Ave.  
Scituate, MA 02066  
(h) 781-545-3308  
(m) 781-308-3308  
(e) massshoes@aol.com

# ES. Originals inc.

450 WEST 33RD STREET, NEW YORK, N.Y. 10001 (212) 736-8124 • FAX (212) 736-8366

ES.O.  
FOUNDED 1954

Daniel Ellis  
18 Cliff Avenue  
Scituate, MA 02066

October 23, 2003

Re: Vacation Payout/Additional Severance

Dan,

As per my telephone conversation with you on Wednesday, October 22, 2003, I am enclosing with this letter two (2) checks in the amount of \$2,307.69 and \$1,384.62 less applicable taxes. The first check covers three (3) days of vacation owed and the second check represents one (1) week of additional severance. As agreed upon, this letter settles all outstanding payments that are due to you. Please use the label that was sent to you last week to send back your computer equipment to my attention. The contents of this final settlement letter is confidential and is not intended for sharing with others.

Once again, best of luck in the future and if there is anything I can do including a providing a reference for you do not hesitate to call me.

Sincerely,



Richard Bacall  
Controller -ESO

*Manufacturers and Importers of fashion footwear*

2000 1670 0009 2147 3005

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

*Received*

Postage	\$ 3.30	Postmark Here
Certified Fee	2.30	
Return Receipt Fee (Endorsement Required)	1.71	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 4.42</b>	

Sent to **DAN ELLIS**  
 Street, Apt. or P.O. Box No. **18 CHIFF Avenue**  
 City, State, ZIP+4<sup>®</sup> **SCITUATE MA 02066**

PS Form 3800, May 2000 See Reverse for Instructions

# ES. Originals inc.

450 WEST 33RD STREET, NEW YORK, N.Y. 10001 (212) 736-8124 • FAX (212) 736-8366



Deborah Miller  
391 Newtonville Avenue  
Apt#2R  
Newtonville, MA 02460

October 23, 2003

Re: Vacation Payout

Dear Deborah,

As per my telephone conversation with you on Wednesday, October 22, 2003, I am enclosing with this letter a check in the amount of \$4,230.77 less applicable taxes. This check covers two (2) weeks of vacation pay. As agreed upon, this letter settles all outstanding payments that are due to you and covers everything mentioned in your e-mail to me dated October 20, 2003. Please use the label that was sent to you last week to send back your computer equipment to my attention.

Once again, best of luck in the future and if there is anything I can do including a providing a reference for you do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Richard Bacall".

Richard Bacall  
Controller -ESO

*Manufacturers and Importers of fashion footwear*

Is your **RETURN ADDRESS** completed on the reverse side?**SENDER:**

- Complete item 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address  
 2. ☐ Restricted Delivery  
 Consult postmaster for fee.

## 3. Article Addressed to:

Deborah Miller  
 391 New Townville Ave  
 Apt. #212  
 Newsmile MA 02460

## 4a. Article Number

## 4b. Service Type

- ☐ Registered ☐ Certified  
☐ Express Mail ☐ Insured  
☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 10/28/13

## 5. Received By: (Print Name)

8. Addressee's Address (Only if requested and fee is paid)

## 6. Signature: (Addressee or Agent)

X *[Signature]*

PS Form 3811, December 1994

102595-97-9-0179

Domestic Return Receipt

Thank you for using Return Receipt Service.

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

E. S. occupied

Postage	\$ 37
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75+
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 44.2</b>

Postmark Here

Sent To: Deborah Miller  
 Street No. or PO Box No.: 391 New Townville Ave  
 City, State, Zip+4: Newsmile MA 02460

PS Form 3800, May 2000

See Reverse for Instructions

7000 1670 0009 2147 2992



**E.S. Originals, Inc.**  
**Employee Change Form**
Date 10/2/03

Name of Employee Deborah Miller Social Security # \_\_\_\_\_  
 Home Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Secondary Address: \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Current Position \_\_\_\_\_ New Position \_\_\_\_\_  
 New Employee Yes No  
 Replacement For \_\_\_\_\_ Department/Brand \_\_\_\_\_

**Salaried Employees Only:**

Current Base Salary \$ \_\_\_\_\_ New Base Salary \$ \_\_\_\_\_ Effective 1 / 1  
 Monthly Draw Yes No \$ Amount \$ \_\_\_\_\_ 1st or 2nd Payroll \_\_\_\_\_  
 Bonus To Earn on Net Sales - Percentage Amount \_\_\_\_\_ % For Mark-Ups Over \_\_\_\_\_ %  
 Special Customer Information (For Salesmen Only) \_\_\_\_\_  
 Insurance Paid For Yes No Amount \$ \_\_\_\_\_  
 Auto Lease Paid For Yes No Amount \$ \_\_\_\_\_

**Hourly Employees Only:**

Current Hourly Rate \$ \_\_\_\_\_ New Hourly Rate \$ \_\_\_\_\_ Effective 1 / 1  
 Special Information \_\_\_\_\_

Additional Information

TERMINATED 10/3/03Pay thru 10/3 + 1 wk severance(Corporate Use Only)  
Employee Signature[Signature]Date 1 / 1

Supervisor's Signature

[Signature]Date 1 / 1

Management's Signature

[Signature]Date 1 / 1

Controller's Signature

[Signature]Date 10/2/03Entered In Payroll System For Week Ending 1 / 1

Payroll Signature

[Signature]